

STATE MS.-DE SOTO CO.
FILED

SEP 11 11 43 AM '97

Nesbit, Mississippi

THIS INSTRUMENT PREPARED BY:

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 Burr & Forman
 Suite 3100, SouthTrust Tower
 420 North 20th Street
 Birmingham, Alabama 35203

BK 933 PG 664
W.E. DAVIS CH. CLK.

STATE OF MISSISSIPPI)
 COUNTY OF DESOTO)

**AMENDMENT TO CROSS-COLLATERALIZATION AND
 CROSS-DEFAULT AGREEMENT**

THIS AMENDMENT TO CROSS-COLLATERALIZATION AND CROSS-DEFAULT AGREEMENT (this "Agreement") made as of the 27th day of May, 1997, by U.S. EQUITIES, L.P., a Tennessee limited partnership ("Borrower"), in favor of SOUTHTRUST BANK OF ALABAMA, NATIONAL ASSOCIATION, a national banking association ("Lender").

WITNESSETH:

Lender is the owner and holder of that certain Cross-Collateralization and Cross-Default Agreement dated November 14, 1996 from the Borrower, recorded in Book 869, Page 616 with respect to certain property located in Nesbit, Desoto County, Mississippi, which is more particularly described therein (the "Cross-Collateralization Agreement"). The Cross-Collateralization Agreement was executed in connection with a Credit Agreement dated November 14, 1996 between the Borrower and the Lender (the "Credit Agreement"), pursuant to which the Lender has established for Borrower's benefit a credit facility in the maximum aggregate principal amount of TEN MILLION DOLLARS (\$10,000,000), in order to provide the Borrower with (a) financing for eleven (11) of the Borrower's existing projects, and (b) financing for the acquisition and construction of thirteen (13) additional Post Office facilities. Pursuant to the Credit Agreement, the credit facility will be advanced in a series of loans (the "Loans") from time to time.

At closing, Lender made Loans to the Borrower in the aggregate principal amount of \$2,700,000, such Loans being described in the Cross-Collateralization Agreement. Subsequent to that time, Lender has made additional loans to the Borrower in the aggregate principal sum of \$1,914,775, and Lender requires that the Borrower execute this Agreement in order to provide that such additional loans shall be subject to the terms and conditions of the Cross-Collateralization Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, to induce the Lender to make the Loans, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Borrower agrees with Lender, and Lender agrees with Borrower, as follows:

1. The Cross-Collateralization Agreement is hereby modified and amended by amending the term "Loans" and "Loan Documents" to include the Loans made by the Lender to the Borrower subsequent to closing. Accordingly, Exhibit A and Exhibit B are hereby deleted in their entirety and the attached Exhibit A-1 and Exhibit B-1 are substituted thereof in their entirety.
2. No right of Lender with respect to the Cross-Collateralization Agreement or other Loan Documents are or will be in any manner released, destroyed, diminished, or otherwise adversely affected by this Amendment except as expressly provided herein.
3. All references in the Loan Documents to the Cross-Collateralization Agreement shall be deemed to refer, from and after the date hereof, to the Cross-Collateralization Agreement as amended hereby, and as the same may be hereafter amended.
4. Except as hereby expressly modified and amended, the Guaranty shall remain in full force and effect, and the Cross-Collateralization Agreement, as so amended, is hereby ratified and affirmed in all respects. Guarantors confirm that they have no defenses or setoffs with respect to their obligations pursuant to the Cross-Collateralization Agreement, as herein amended.
5. This Amendment shall inure to the benefit of and be binding upon the parties hereto, and their respective successors and assigns.
6. This Amendment may be executed in counterparts, each of which shall be an original, but all of which when taken together shall constitute one and the same instrument.
7. This Agreement shall be governed by the laws of the State of Mississippi.
8. **BORROWER HEREBY WAIVES ANY RIGHT TO A TRIAL BY JURY ON ANY CLAIM, COUNTERCLAIM, SETOFF, DEMAND, ACTION OR CAUSE OF ACTION (A) ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT OR THE LOANS, OR (B) IN ANY WAY CONNECTED WITH OR PERTAINING OR RELATED TO OR INCIDENTAL TO ANY DEALINGS OF LENDER AND/OR BORROWER WITH RESPECT TO THE LOAN DOCUMENTS OR IN CONNECTION WITH THIS AGREEMENT OR THE EXERCISE OF ANY PARTY'S RIGHTS AND REMEDIES UNDER THIS AGREEMENT OR OTHERWISE, OR THE CONDUCT OR THE RELATIONSHIP OF THE PARTIES HERETO, IN ALL OF THE FOREGOING CASES WHETHER NOW EXISTING OR HEREAFTER ARISING AND WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE. BORROWER AGREES THAT LENDER MAY FILE A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE**

OF THE KNOWING, VOLUNTARY, AND BARGAINED AGREEMENT OF BORROWER IRREVOCABLY TO WAIVE ITS RIGHT TO TRIAL BY JURY AS AN INDUCEMENT OF LENDER TO MAKE THE LOANS, AND THAT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ANY DISPUTE OR CONTROVERSY WHATSOEVER (WHETHER OR NOT MODIFIED HEREIN) BETWEEN BORROWER AND LENDER SHALL INSTEAD BE TRIED IN A COURT OF COMPETENT JURISDICTION BY A JUDGE SITTING WITHOUT A JURY.

IN WITNESS WHEREOF, the Borrower has caused this Agreement to be properly executed on the date of the notarial acknowledgments below.

Signed and acknowledged
in the presence of:

Carrie Hines

Witness

Mark Halcomb

Witness

U.S. EQUITIES, L.P.,
a Tennessee limited partnership

By: **RUSSELL STREET CORP.**
a Tennessee corporation
Its General Partner

By: *Stan H. Hardaway*
Stan H. Hardaway
Its President

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The foregoing instrument was acknowledged before me this 27th day of May, 1996, by Stan H. Hardaway, as President of Russell Street Corp., a Tennessee corporation, as general partner of U.S. Equities, L.P., a Tennessee limited partnership. He is personally known to me or has produced _____ as identification.

Deborah Steranka
Print Name: Deborah Steranka
Notary Public
My Commission Expires Nov. 25, 2000
My Commission Expires: _____

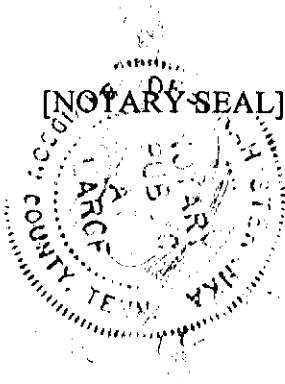


EXHIBIT A

THE LOANS

<u>Project</u>	<u>Loan Amount</u>
Dallas, North Carolina (the "Dallas, NC Loan")	\$ 541,232
Fountain, Florida (the "Fountain, FL Loan")	\$ 68,939
Grand Isle, Louisiana (the "Grand Isle, LA Loan")	\$ 472,560
Nesbit, Mississippi (the "Nesbit, MS Loan")	\$ 264,625
Jonesville, South Carolina (the "Jonesville, SC Loan")	\$ 150,648
Little Mountain, South Carolina (the "Little Mtn., SC Loan")	\$ 298,080
West Union, South Carolina (the "West Union, SC Loan")	\$ 336,414
Lyman, South Carolina (the "Lyman, SC Loan")	\$ 567,502
Chapin, South Carolina (the "Chapin, SC Loan")	\$ 782,000
China Grove, North Carolina (the "China Grove, NC Loan")	\$ 604,035
Carrollton, Virginia (the "Carrollton, VA Loan")	\$ <u>528,740</u>
TOTAL	\$4,614,775

EXHIBIT B**LOAN DOCUMENTS****I. GLOBAL DOCUMENTS:**

1. Credit Agreement

II. DOCUMENTS APPLICABLE TO DALLAS, NORTH CAROLINA FACILITY (all dated November 14, 1996):

1. Promissory Note in the principal sum of \$541,232 payable by the Borrower to the Lender.
2. Deed of Trust and Security Agreement and Assignment of Rents and Leases from Borrower to Lender, recorded with Gaston County, North Carolina, together with the UCC-1 Financing Statements naming Borrower, as debtor, and Lender as secured party, filed with the Secretary of State of North Carolina and Gaston County, North Carolina, together with that certain Guaranty Agreement from Stan Hardaway, Catherine Hardaway, Linda Hardaway, and Susan Goodrum (collectively, the "Guarantors") in favor of the Lender, together with that certain Indemnity Agreement from Borrower and Guarantors in favor of the Lender, together with any and all other documents executed by the Borrower, Guarantors, or other in connection with the Dallas, North Carolina Loan.

III. DOCUMENTS APPLICABLE TO FOUNTAIN, FLORIDA FACILITY (all dated November 14, 1996):

1. Promissory Note in the principal sum of \$68,939 payable by the Borrower to the Lender.
2. Mortgage and Security Agreement and Assignment of Rents and Leases from Borrower to Lender, recorded with Bay County, Florida, together with the UCC-1 Financing Statements naming Borrower, as debtor, and Lender as secured party, filed with the Secretary of State of Florida and Bay County, Florida, together with that certain Guaranty Agreement from the Guarantors in favor of the Lender, together with that certain Indemnity Agreement from Borrower and Guarantors in favor of the Lender, together with any and all other documents executed by the Borrower, Guarantors, or other in connection with the Fountain, Florida Loan.

IV. DOCUMENTS APPLICABLE TO GRAND ISLE, LOUISIANA FACILITY (all dated November 14, 1996):

1. Promissory Note in the principal sum of \$472,560 payable by the Borrower to the Lender.
2. Act of Mortgage and Security Agreement and Act Assignment of Rents and Leases from Borrower to Lender, recorded with Jefferson Parish, Louisiana, together with the UCC-1 Financing Statements naming Borrower, as debtor, and Lender as secured party, filed with Jefferson Parish, Louisiana, together with that certain Guaranty Agreement from the Guarantors in favor of the Lender, together with that certain Indemnity Agreement from Borrower and Guarantors in favor of the Lender, together with any and all other documents executed by the Borrower, Guarantors, or other in connection with the Grande Isle, Louisiana Loan.

V. **DOCUMENTS APPLICABLE TO NESBIT, MISSISSIPPI FACILITY** (all dated November 14, 1996):

1. Promissory Note in the principal sum of \$264,625 payable by the Borrower to the order of the Lender.
2. Deed of Trust and Security Agreement and Assignment of Rents and Leases from Borrower to Lender, recorded with DeSoto County, Mississippi, together with the UCC-1 Financing Statements naming Borrower, as debtor, and Lender as secured party, filed with the Secretary of State of Mississippi and DeSoto County, Mississippi, together with that certain Guaranty Agreement from the Guarantors in favor of the Lender, together with that certain Indemnity Agreement from Borrower and Guarantors in favor of the Lender, together with any and all other documents executed by the Borrower, Guarantors, or other in connection with the Nesbit, Mississippi Loan.

VI. **DOCUMENTS APPLICABLE TO JONESVILLE, SOUTH CAROLINA FACILITY** (all dated November 14, 1996):

1. Promissory Note in the principal sum of \$ 150,648 payable by the Borrower to the Lender.
2. Mortgage and Security Agreement and Assignment of Rents and Leases from Borrower to Lender, recorded with Union County, South Carolina, together with the UCC-1 Financing Statements naming Borrower, as debtor, and Lender as secured party, filed with the Secretary of State of South Carolina, and Union County, South Carolina, together with that certain Guaranty Agreement from the Guarantors in favor of the Lender, together with that certain Indemnity Agreement from Borrower and Guarantors in favor of the Lender, together with any and all other documents executed by the Borrower, Guarantors, or other in connection with the Jonesville, South Carolina Loan.

VII. DOCUMENTS APPLICABLE TO LITTLE MOUNTAIN, SOUTH CAROLINA FACILITY (all dated November 14, 1996):

1. Promissory Note in the principal sum of \$298,080 payable by the Borrower to the Lender.
2. Mortgage and Security Agreement and Assignment of Rents and Leases from Borrower to Lender, recorded with Newberry County, South Carolina, together with the UCC-1 Financing Statements naming Borrower, as debtor, and Lender as secured party, filed with the Secretary of State of South Carolina, and Newberry County, South Carolina, together with that certain Guaranty Agreement from the Guarantors in favor of the Lender, together with that certain Indemnity Agreement from Borrower and Guarantors in favor of the Lender, together with any and all other documents executed by the Borrower, Guarantors, or other in connection with the Little Mountain, South Carolina Loan.

VIII. DOCUMENTS APPLICABLE TO WEST UNION, SOUTH CAROLINA FACILITY (all dated November 14, 1996):

1. Promissory Note in the principal sum of \$336,414 payable by the Borrower to the Lender;
2. Mortgage and Security Agreement and Assignment of Rents and Leases from Borrower to Lender, recorded with Oconee County, South Carolina, together with the UCC-1 Financing Statements naming Borrower, as debtor, and Lender as secured party, filed with the Secretary of State of South Carolina, and Oconee County, South Carolina, together with that certain Guaranty Agreement from the Guarantors in favor of the Lender, together with that certain Indemnity Agreement from Borrower and Guarantors in favor of the Lender, together with any and all other documents executed by the Borrower, Guarantors, or other in connection with the West Union, South Carolina Loan.

IX. DOCUMENTS APPLICABLE TO LYMAN, SOUTH CAROLINA FACILITY (all dated November 14, 1996):

1. Promissory Note in the principal sum of \$567,502 payable by the Borrower to the Lender;
2. Mortgage and Security Agreement and Assignment of Rents and Leases from Borrower to Lender, recorded with Spartanburg County, South Carolina, together with the UCC-1 Financing Statements naming Borrower, as debtor, and Lender as secured party, filed with the Secretary of State of South Carolina, and Spartanburg County, South Carolina, together with that certain Guaranty Agreement from the Guarantors in favor of the Lender, together with that certain Indemnity Agreement

from Borrower and Guarantors in favor of the Lender, together with any and all other documents executed by the Borrower, Guarantors, or other in connection with the Lyman, South Carolina Loan.

VIII DOCUMENTS APPLICABLE TO WEST UNION, SOUTH CAROLINA FACILITY (all dated November 14, 1996):

1. Promissory Note in the principal sum of \$336,414 payable by the Borrower to the Lender;
2. Mortgage and Security Agreement and Assignment of Rents and Leases from Borrower to Lender, recorded with Oconee County, South Carolina, together with the UCC-1 Financing Statements naming Borrower, as debtor, and Lender as secured party, filed with the Secretary of State of South Carolina, and Oconee County, South Carolina, together with that certain Guaranty Agreement from the Guarantors in favor of the Lender, together with that certain Indemnity Agreement from Borrower and Guarantors in favor of the Lender, together with any and all other documents executed by the Borrower, Guarantors, or other in connection with the West Union, South Carolina Loan.

X. DOCUMENTS APPLICABLE TO CHAPIN, SOUTH CAROLINA FACILITY (all dated February 26, 1997):

1. Promissory Note in the principal sum of \$782,000 payable by the Borrower to the Lender;
2. Mortgage and Security Agreement and Assignment of Rents and Leases from Borrower to Lender, recorded with Lexington County, South Carolina, together with the UCC-1 Financing Statements naming Borrower, as debtor, and Lender as secured party, filed with the Secretary of State of South Carolina, and Lexington County, South Carolina, together with that certain Guaranty Agreement from the Guarantors in favor of the Lender, together with that certain Indemnity Agreement from Borrower and Guarantors in favor of the Lender, together with any and all other documents executed by the Borrower, Guarantors, or other in connection with the Lyman, South Carolina Loan.

XI. DOCUMENTS APPLICABLE TO CHINA GROVE, NORTH CAROLINA FACILITY (all dated April 1, 1997)

1. Promissory Note in the principal sum of \$604,035 payable by the Borrower to the Lender.
2. Deed of Trust and Security Agreement and Assignment of Rents and Leases from Borrower to Lender, recorded with Rowan County, North Carolina, together with the

UCC-1 Financing Statements naming Borrower, as debtor, and Lender as secured party, filed with the Secretary of State of North Carolina and Rowan County, North Carolina, together with that certain Guaranty Agreement from Stan Hardaway, Catherine Hardaway, Linda Hardaway, and Susan Goodrum (collectively, the "Guarantors") in favor of the Lender, together with that certain Indemnity Agreement from Borrower and Guarantors in favor of the Lender, together with any and all other documents executed by the Borrower, Guarantors, or other in connection with the China Grove, North Carolina Loan.

XII. DOCUMENTS APPLICABLE TO CARROLLTON, VIRGINIA FACILITY (all dated April 1, 1997)

1. Promissory Note in the principal sum of \$528,740 payable by the Borrower to the Lender.
2. Deed of Trust and Security Agreement and Assignment of Rents and Leases from Borrower to Lender, recorded with Isle of Wight County, Virginia, together with the UCC-1 Financing Statements naming Borrower, as debtor, and Lender as secured party, filed with the Secretary of State of Virginia and Isle of Wight County, Virginia, together with that certain Guaranty Agreement from Stan Hardaway, Catherine Hardaway, Linda Hardaway, and Susan Goodrum (collectively, the "Guarantors") in favor of the Lender, together with that certain Indemnity Agreement from Borrower and Guarantors in favor of the Lender, together with any and all other documents executed by the Borrower, Guarantors, or other in connection with the Carrollton, Virginia.